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09/826,612	04/05/2001	Gordon A. Forsyth	8963.00	4042
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MICHAEL CHAN NCR CORPORATION 1700 SOUTH PATTERSON BLVD DAYTON, OH 45479-0001			EXAMINER	
			FELTEN, DANIEL S	
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 09/826,612	<b>Applicant(s)</b> GORDON A. FORSYTH
	<b>Examiner</b> DANIEL S. FELTEN	<b>Art Unit</b> 3696

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If no period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).

Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(o).

#### **Status**

1) Responsive to communication(s) filed on 18 November 2007.

2a) This action is **FINAL**.      2b) This action is non-final.

3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### **Disposition of Claims**

4) Claim(s) 1-8, 19, 21 and 22 is/are pending in the application.

4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5) Claim(s) \_\_\_\_\_ is/are allowed.

6) Claim(s) 1-8, 19, 21 & 22 is/are rejected.

7) Claim(s) \_\_\_\_\_ is/are objected to.

8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### **Application Papers**

9) The specification is objected to by the Examiner.

10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### **Priority under 35 U.S.C. § 119**

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) All    b) Some \* c) None of:

1. Certified copies of the priority documents have been received.
2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### **Attachment(s)**

1) Notice of References Cited (PTO-892)

2) Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) Information Disclosure Statement(s) (PTO/SB/08)

Paper No(s)/Mail Date \_\_\_\_\_

4) Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_

5) Notice of Informal Patent Application

6) Other: \_\_\_\_\_

## **DETAILED ACTION**

### ***Response to Arguments***

1. With respect to the applicant's comment on the Davis reference, it is respectfully submitted that references are applied to the claims based upon what the teachings of the reference would *suggest* to one of ordinary skill in the art at the time of the invention. Also the Examiner has the duty to give the broadest reasonable interpretation of the claim language in light of the specification without reading limitations of the specification into the claim(s). The Examiner disagrees with the applicant's statement that the anonymous payment solution disclosed in Davis is only concerned with customers who lack "store accounts" with merchants from which they purchase items over the Internet. It is well known that unlike "closed" networks (e.g., telephone networks or PSTNs) which have various security features associated with electronic transactions, "open" networks are more susceptible to third party data peeping or snooping. Thus it is respectfully submitted that Davis discloses an anonymous *payment* solution to provide a greater level of *security* in electronic fund transactions over the Internet. Moreover, the Examiner broadly interprets that the new claim language of "does not allow the seller to learn *either* the identity of the user *or* an account number of the user..." in claim 1 to mean that the seller does not learn the identity of the user *or* does not learn the account number of the user respectively (and not inclusively). It is also interpreted that the identity of the user consists of personal information, (e.g., the user's name, address, social security number, etc.) and that the account number of the user is the user's *bank* account or *credit* account number. The applicant cites various transaction IDs, but does not recite in Davis where the user's ID (or name) or the user's account (bank or credit account) is exposed to the seller when the user *pays* by either cash,

by credit card, by electronic card or by debit card. Thus the following rejections are maintained below.

***Claim Rejections - 35 USC § 102***

2. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

3. Claims 1-3 and 5-8 are rejected under 35 U.S.C. 102(e) as being anticipated by Davis et al (US 6,282,522)

As per claim 1, Davis discloses a means for receiving payment from a user, wherein the user selectively pays via cash, credit card, electronic card or debit card (see Davis, column 6, lines 23-52; and column 7, lines 6-25); and

An electronic payment mechanism for creating an electronic financial instrument which does not allow the seller to learn either the identity of the user or an account number of the user when the user pays either by cash, by credit card, by electronic card or by debit card (see Davis column 7, lines 36-48); and

Transfer funds as payment for an item purchased from the seller via the network (see column 8, lines 20)

As per claim 2, a terminal further comprising for enabling a user to browse sites on the network to select an item for purchasing from a merchant (see Davis, column 7, lines 6-25);

As per claim 3, a terminal wherein the means for receiving payment from a user includes a currency acceptance module (card reader) for allowing a user to pay cash (see column 7, lines 7-10; and column 6, lines 23-53),

As per claim 5, wherein the financial instrument comprises a credit card held by a terminal (see column 10, lines 50-65)

As per claim 6, for recording each electronic instrument created and transmitting a copy (see data-store) to a database for reconciling with transactions processed at that terminal (see column 10, lines 35-41)

As per claim 8, a method of purchasing one or more items for using a self-service terminal network, the method comprising:

- a) providing a user with a browser for browsing through merchants connected to the network; wherein each merchant offers one or more items for purchase (see column 7, lines 6-25);
- b) receiving payment from a user from a user for a selected item to be purchased from a merchant (see column 6, lines 23-53); and column 7, lines 6-25);
- c) creating an electronic payment which prevents the merchant from learning the identity of the user and prevents the merchant from learning the account number of the user for paying for the selecting item, using an account assigned to the terminal (see column 7, lines 36-48); and

d) transmitting the electronic payment to the merchant (see column 6, lines 23-53; and column 7 lines 6-25)

Re claim 19, the method of processing a purchase of an item selected by a user of a self-service terminal network which has a browser for allowing the user to browse through a number of merchants connected to the network, the method comprising the steps of:

Receiving payment from the user to the selected item to be purchased from one of the merchants (see column 6, lines 23-53; and column 7, lines 6-25);

Creating an electronic payment for paying for the selected item, the electronic payment is independent of the payment from the user; and transmitting the electronic payment to the merchant (see column 6, lines 23-53; and column 7, lines 6-25).

***Claim Rejections - 35 USC § 103***

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

5. Claims 4 and 7 are rejected under 35 U.S.C. 103(a) as being unpatentable over Davis et al (US 6,282,522).

Re claim 4, Davis fails to explicitly disclose that all are based upon an account. However, it would have been obvious for an artisan of ordinary skill in the art at the time of the invention to recognize the fact that credit and debit cards have accounts associated with them. Thus to

provide the notorious old and well known account(s) would be what an artisan at the time of the invention of Davis would expect within a banking or credit card payment system. Thus having no novel or unexpected result, the employment of an account is obvious or at least within the skill set of an artisan of ordinary skill in the art.

Re claim 7: a printer is commonly used as a computer peripheral device to print items such as receipts to provide the customer with added security by receiving a physical confirmation of a transaction. Thus Official Notice is taken of a printer because a printer would be an obvious extension to the teaching of the confirmation transaction taught by Davis (see column 29, lines 16-23) to provide a physical "proof" or confirmation of a transaction. Thus such a modification would be an obvious expedient well within the ordinary skill in the art.

7. Claim 21 is rejected under 35 U.S.C. 103(a) as being unpatentable over Korman (WO 99/28830) in view of Drummond (EP 0 961 249 A2)

Re claim 21, Korman discloses a method of purchasing items using an Automated Teller Machine, ATM, comprising the steps of:

--receiving payment from the user for a purchase from a selected merchant (see Korman, Abstract, page 1, lines 15-17; page 2, lines 22-33) and

Korman does not explicitly disclose using an account assigned to the ATM, transmitting payment to the selected merchant. However, Korman discloses paying bills and making purchases utilizing a variety of payment means that are traditionally associated with accounts, or bank accounts, particularly credit and debit cards, respectively (see Korman, page 2, lines 23

to page 3, line 10; and page 9, line 17-20). Thus because debit and credit cards are conventionally associated with accounts, it is obvious that an artisan of ordinary skill in the art would implicitly recognize that an account would be assigned to the Super-ATM of Korman (particularly for a debit-card) by which payment could be transmitted to the merchant as part of Korman's bill pay and merchandise purchasing features.

Korman discloses the fact that the Super-ATM screen may be "web enabled" wherein the Super-ATM's display software utilizes and displays HTML documents from the Internet (see Korman, at least page 7, lines 20-25), but fails to explicitly disclose providing a web *browser* to a user of the ATM for browsing web pages of merchants. It is notoriously old and well known in the art that a web browser is essentially a software application that enables a user to display and interact with HTML documents hosted by web servers or held in a file system. Drummond discloses an automated banking machine (ATM) which utilizes a browser display (76) for various interactive functions (see Drummond, paragraphs 0044, 0047, 0056). It would have been obvious for an artisan at the time of the invention to substitute the browser disclosed in Drummond for the Super-ATM screen software disclosed in Korman because they are art recognized equivalents, being both software applications that allow the user to display and interact with HTML and other web-based languages. Thus such a substitution would be considered an obvious expedient well within the level of ordinary skill in the art.

8. Claim 22 is rejected under 35 U.S.C. 103(a) as being unpatentable over Korman (WO 99/28830) as modified by Drummond (EP 0 961 249 A2) as applied to claim 21 above, and further in view of Rosen (US 5,557,518)

Re claim 22, using the account to make payment to the selected merchant (see Korman, page 2, lines 23 to page 3, line 10; and page 9, line 17-20). Korman as modified by Drummond fail to disclose not identifying the user to the merchant and not disclosing the account number of the user to the merchant. Rosen discloses an anonymous payment method (428) that is performed without identifying the user to the merchant, and without disclosing an account number of the user to the merchant (see Rosen, fig. 12A-B, column 17, lines 43+; column 19, lines 40+). It would have been obvious for an artisan of ordinary skill at the time of the invention to employ the teachings of Rosen's anonymous payment using a money module to the teachings of Korman as modified by Drummond to provide the user added security to the buyer in the remote payment and delivery of electronic merchandise and services over open networks (e.g. the Internet). Thus such a modification would be considered an obvious expedient to one of ordinary skill in the art.

*Conclusion*

6. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL S. FELTEN whose telephone number is (571)272-6742. The examiner can normally be reached on Flex.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Thomas Dixon can be reached on (571) 272-6803. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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2/18/2008